



**Registration of a Charge**

Company Name: **EG ON THE MOVE LIMITED**

Company Number: **14960308**



Received for filing in Electronic Format on the: **28/12/2023**

XCJB9HAH

**Details of Charge**

Date of creation: **22/12/2023**

Charge code: **1496 0308 0011**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING UPPER DIAMOND, GLADSMUIR, TRANENT EH33 1EJ (AND OTHERWISE REFERRED TO AS RACELAND, GLADSMUIR JUNCTION MACMERRY, EDINBURGH EH33 1EJ) BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ELN11493.**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JONATHAN HEANEY**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 14960308

Charge code: 1496 0308 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2023 and created by EG ON THE MOVE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th December 2023 .

Given at Companies House, Cardiff on 2nd January 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



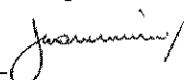
**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

Certified true copy of  
original document, save for  
the information redacted  
pursuant to section 859G of  
the Companies Act 2006.

 **Burness Paul**

\_\_\_\_\_  
  
\_\_\_\_\_

for and on behalf of  
Burness Paul LLP

**EG ON THE MOVE LIMITED**  
as Chargor

and

**BARCLAYS BANK PLC**  
as Security Agent

**SUPPLEMENTAL STANDARD SECURITY**  
in respect of subjects situated at Upper Diamond, Gladsmuir, Tranent

## TABLE OF CONTENTS

Clause		Page No.
1	DEFINITIONS AND INTERPRETATION	1
2	BOND	6
3	CHARGE	7
4	STANDARD CONDITIONS	7
5	FURTHER ASSURANCE	7
6	CONTINUING SECURITY	7
7	ENFORCEMENT	8
8	NOTICE OF SUBSEQUENT CHARGE	9
9	APPLICATION OF ENFORCEMENT PROCEEDS	9
10	CHANGES TO PARTIES	9
11	PROTECTION OF SECURITY AGENT	10
12	POWER OF ATTORNEY	11
13	PROTECTION FOR THIRD PARTIES	11
14	DEFERRAL OF CHARGOR RIGHTS	11
15	DISCHARGE CONDITIONAL	12
16	INVALIDITY OF ANY PROVISION	12
17	COVENANT TO RELEASE	12
18	COUNTERPARTS AND DELIVERY	13
19	GOVERNING LAW AND JURISDICTION	13
20	WARRANTICE AND CONSENT TO REGISTRATION	15

## SUPPLEMENTAL INSTRUMENT

by

- (1) **EG ON THE MOVE LIMITED**, a company incorporated under the Companies Acts with registered number 14960308 and having its registered office at Waterside Head Office, Haslingden Road, Guide, Blackburn, Lancashire, England, BB1 2FA (the “**Chargor**”)

in favour of

- (2) **BARCLAYS BANK PLC**, incorporated under the Companies Acts (Registered Number 01026167) and having its registered office at 1 Churchill Place, London, E14 5HP, as security trustee for itself and the other Secured Parties (the “**Security Agent**”)

**NOW IT IS HEREBY AGREED AND DECLARED** as follows:

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 In this Supplemental Instrument:

“**Debt Documents**” means the Secured Debt Documents as defined in the Intercreditor Agreement (other than the Topco Facility Finance Documents and the Topco Notes Finance Documents);

“**Declared Default**” means an Acceleration Event as defined in the Intercreditor Agreement (other than a Topco Acceleration Event or a Topco Notes Acceleration Event);

“**Finance Documents**” means the Finance Documents as defined in the Intercreditor Agreement;

“**Intercreditor Agreement**” means the intercreditor agreement dated 6 February 2018, as amended or amended and restated from time to time between, among others, Barclays Bank plc as the Security Agent, the Parent and the Chargor;

“**Obligor**” means Obligor as defined in the Senior Facilities Agreement;

“**Original Security**” means the standard security granted by the Chargor in favour of the Security Agent over the Security Subjects created on 11 October 2023 and registered at Companies House on 18 October 2023 having charge code 1496 0308 0007.

**“Related Rights”** means, in relation to any asset:

- (a) the net proceeds of sale of any part of the asset;
- (b) all rights and benefits under any licence, assignation, agreement for sale of agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds received by or paid or payable in respect of that asset;

**“Required Creditor Consent”** means Required Creditor Consent as defined in the Intercreditor Agreement;

**“Secured Obligations”** means “Secured Obligations” as defined in the Intercreditor Agreement;

**“Secured Parties”** means the Security Agent and the other Secured Parties (as defined in the Intercreditor Agreement);

**“Security Subjects”** means ALL and WHOLE the subjects and others more particularly described in the schedule to this Supplemental Instrument TOGETHER WITH (One) the whole buildings and other erections thereon; (Two) the heritable fixtures and fittings therein and thereon; (Three) the parts, privileges and pertinents thereof; and (Four) the Chargor’s whole right, title and interest, present and future, therein and thereon (which subjects and others are herein referred to as the **“Security Subjects”** which expression shall also include each of them and any part or parts thereof); and

**“Senior Facilities Agreement”** means the Senior Facilities Agreement as defined in the Intercreditor Agreement.

## 1.2 Construction

1.2.1 In this Supplemental Instrument, unless a contrary intention appears, a reference to:

- (a) an “agreement” includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an “amendment” includes any amendment, supplement, variation, novation, modification, replacement or restatement and “amend”, “amending” and “amended” shall be construed accordingly;

- (c) “assets” includes present and future properties, revenues and rights of every description;
- (d) “including” means including without limitation and “includes” and “included” shall be construed accordingly;
- (e) “losses” includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and “loss” shall be construed accordingly;
- (f) “person” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- (g) “regulation” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (h) a “Chargor” in relation to any Security Subjects is, if that Chargor holds any right, title or interest in that Security Subject, jointly with any other Chargor, a reference to those Chargors jointly; and
- (i) a reference in this Supplemental Instrument to a Standard Security of any property includes all buildings, fixtures and fittings from time to time on or forming that property and all Related Rights.

#### **1.2.2 Other references and interpretation**

- (a) In this Supplemental Instrument, unless a contrary intention appears, a reference to:
  - (i) any Secured Party, Obligor, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person’s (and any subsequent) successors in title, permitted assignees and transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Debt Documents;
  - (ii) any Debt Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended, novated, varied, released, supplemented, extended, restated or replaced (in each case, however fundamentally), including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available

under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Debt Document;

- (iii) any clause or schedule is a reference to, respectively, a clause of any schedule to this Supplemental Instrument and any reference to this Supplemental Instrument includes its schedules;
  - (iv) a Declared Default is “continuing” if it has not been remedied or waived; and
  - (v) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Supplemental Instrument are inserted for convenience only and are to be ignored in construing this Supplemental Instrument.
- (c) Words importing the plural shall include the singular and vice versa.
- (d) Unless otherwise defined in this Supplemental Instrument, words and expressions defined in the Intercreditor Agreement or the Senior Facilities Agreement shall have the same meanings when used in this Supplemental Instrument. In the event of any conflict or inconsistency between the terms of this Supplemental Instrument and the terms of the Intercreditor Agreement and/or the Senior Facilities Agreement, the terms of the Intercreditor Agreement or Senior Facilities Agreement (as applicable) will prevail.
- (e) This Supplemental Instrument does not confer on any person who is not a party to this Supplemental Instrument any right to enforce or otherwise invoke this Supplemental Instrument or any part of it under the Contract (Third Party Rights) (Scotland) Act 2017.
- (f) Notwithstanding anything to the contrary in this Supplemental Instrument, the terms of this Supplemental Instrument shall not operate or be construed so as to prohibit any transaction, matter or other step not prohibited by the Finance Documents or where Required Creditor Consent has been obtained and the Security Agent shall promptly enter into such documentation and/or take such other action as is required by a Chargor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Security Agent entering into such documentation and/or taking such other action at the request of such Chargor pursuant to this paragraph (f) shall be for the account of such

Chargor as if it was an expense payable under clause 22.2 (Transaction Expenses) of the Intercreditor Agreement.

- (g) Capitalised terms defined in the Senior Facilities Agreement and the Intercreditor Agreement have, unless expressly defined in this Supplemental Instrument, the same meaning in this Supplemental Instrument.
- (h) The provisions of clause 1.2 (Construction) of the Senior Facilities Agreement and clause 1.2 (Construction) of the Intercreditor Agreement apply to this Supplemental Instrument as though they were set out in full in this Instrument except that references to the Senior Facilities Agreement and to the Intercreditor Agreement are to be construed as references to this Supplemental Instrument.
- (i) A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility.
- (j) If the Security Agent considers that an amount paid to it or any Secured Party is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Supplemental Instrument.

#### **1.2.3 Security Agent assumes no obligation**

Subject to Clause 14 (Covenant to Release), the Security Agent shall not be under any obligation in relation to the Security Subjects as a consequence of this Supplemental Instrument and each Chargor shall at all times remain liable to perform all obligations in respect of the Security Subjects.

### **1.3 Security Confirmation**

The Chargor confirms for the benefit of the Secured Parties that with effect from the date of this Supplemental Instrument, the Security created or purported to be created pursuant to the Original Security shall remain in full force and effect and continue to secure the Secured Obligations under the Finance Documents.

### **1.4 Existing Security**

- 1.4.1 It is agreed and acknowledged that the Security created or purported to be created pursuant to this Supplemental Instrument shall be in addition to and without prejudice to the confirmations in Clause 1.3 (*Security Confirmation*) and without

prejudice but subject only to the Security created or purported to be created pursuant to the Original Security.

1.4.2 Except insofar as supplemented by this Supplemental Instrument, the Original Security shall remain in full force and effect.

1.4.3 Notwithstanding any other provision of this Supplemental Instrument:

- (a) the Chargor shall not be in breach of its obligations under this Supplemental Instrument if that breach results directly from an asset which is secured, or purported to be secured, by the Chargor under this Supplemental Instrument on a first ranking basis or with absolute warrandice also being secured under the Original Security on a first ranking basis or with absolute warrandice; provided that, and only for so long as that asset remains secured under the Original Security on a first ranking basis or with absolute warrandice;
- (b) if, and only for so long as, the security interests constituted by the Original Security remain in full force and effect, the Chargor shall not be in breach of any representation (whether as to absolute warrandice or otherwise) or undertaking herein if such representation is untrue or such undertaking would otherwise be breached as a result of the security constituted by the Original Security remaining in force and effect;
- (c) if the Chargor is in compliance, or has complied, with the terms of the Original Security (including without limitation any obligation to deliver or deposit any deeds, documents of title, certificates, evidence of ownership or related documentation then to the extent that the terms of this Supplemental Instrument are the same and apply in respect of the same assets, then the Chargor will be deemed to have complied with the respective terms of this Supplemental Instrument; and
- (d) notwithstanding anything herein to the contrary, the Security granted pursuant to this Supplemental Instrument and the exercise of any right or remedy by the Security Agent and the other Secured Parties are subject to the provisions of the Intercreditor Agreement and, in the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Supplemental Instrument, the provisions of the Intercreditor Agreement shall prevail.

## 2 BOND

2.1 Subject to any limits on its liability expressly specified in the Debt Documents, the Chargor undertakes, as primary obligor and not only as surety, to the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured

Obligations on demand of the Security Agent, provided the Security Agent has the requisite authority to make such demand in accordance with the Debt Documents.

- 2.2 Notwithstanding any other provision of this Supplemental Instrument or any other Finance Document, the recourse of the Secured Parties to the Chargor under this Supplemental Instrument shall at all times be limited to the Security Subjects and to the proceeds of sale or other realisation thereof and, subject to the foregoing, the Secured Parties shall not have recourse to the Chargor generally or to any other asset of the Chargor.

### 3 **CHARGE**

The Chargor hereby in security of the Secured Obligations grants a standard security in favour of the Security Agent over the Security Subjects.

### 4 **STANDARD CONDITIONS**

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply and the Chargor agrees that the Standard Conditions shall be varied to the effect that wherever and to the extent that the Standard Conditions are inconsistent with the terms of this Supplemental Instrument, the terms of this Supplemental Instrument shall prevail and that to such extent the Standard Conditions shall be varied by the terms of this Supplemental Instrument.

### 5 **FURTHER ASSURANCE**

Subject to the Agreed Security Principles, the Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, charges, notices and instructions) as the Security Agent may specify (acting reasonably) to complete the Perfection Requirements in relation to the supplemental Security created under this Supplemental Instrument or for the exercise of any rights, powers and remedies of the Security Agent provided by this Supplemental Instrument or by law.

### 6 **CONTINUING SECURITY**

#### 6.1 **Continuing Security**

This supplemental Security constituted by this Supplemental Instrument shall remain in full force and effect as a continuing security for the Secured Obligations notwithstanding any intermediate payment, discharge, satisfaction or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

#### 6.2 **Other Security**

The supplemental Security constituted by this Supplemental Instrument is to be cumulative, in addition to and independent of, and shall neither be merged into nor in any way exclude or

prejudice or be affected by, any other Security or other right which the Security Agent and/or any other Secured Party may now, prior to, or after the date of this Supplemental Instrument hold for any of the Secured Obligations and shall operate as an independent supplemental Security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. This supplemental Security may be enforced against the Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

### **6.3 Negative Pledge**

The Chargor undertakes that it will not, and will ensure that none of its Subsidiaries will, create or agree to create or permit to subsist any Security on or over the whole or any part of the Security Subjects except for the creation of Security or other transactions not prohibited under the Finance Documents or in respect of which Required Creditor Consent has been obtained.

### **6.4 No prejudice**

The supplemental Security created by this Supplemental Instrument shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security.

### **6.5 Remedies and waivers**

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising any right under this Supplemental Instrument, shall operate as a waiver of that right or constitute an election to affirm this Supplemental Instrument. No election to affirm this Supplemental Instrument on the part of the Security Agent shall be effective unless it is in writing. No single or partial exercise of any right of the Security Agent under this Supplemental Instrument shall preclude any further or other exercise of that or any other right of the Security Agent under this Supplemental Instrument.

## **7 ENFORCEMENT**

Upon the occurrence of a Declared Default which is continuing:

- 7.1 the Chargor shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions; and

- 7.2 the Security Agent shall be able to take warrant of summary ejection against the Chargor, for the purposes of obtaining possession of the Security Subjects.

## **8 NOTICE OF SUBSEQUENT CHARGE**

If the Security Agent or any other Secured Party receives notice of any subsequent charge or other interest affecting all or any part of the Security Subjects the Security Agent and each other Secured Party may open a new account or accounts in the name of the Chargor and, if or insofar as the Security Agent or such other Secured Party does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or to another Secured Party shall, notwithstanding any instructions by the Chargor to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Chargor to the Security Agent or such Secured Party at the time the notice was received.

## **9 APPLICATION OF ENFORCEMENT PROCEEDS**

### **9.1 Order of Application**

All monies received or recovered and any non-cash recoveries made or received by the Security Agent pursuant to this Supplemental Instrument shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by the Chargor.

### **9.2 Application against Secured Obligations**

Subject to Clause 9.1 above, any monies or other value received or released by the Security Agent from a Chargor under this Supplemental Instrument may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine.

## **10 CHANGES TO PARTIES**

### **10.1 Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights and obligations under this Supplemental Instrument in accordance with the Debt Documents. Subject to the terms of the Finance Documents, the Security Agent shall be entitled to disclose such information concerning each Chargor and this Supplemental Instrument as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law. None of the rights and obligations of any Chargor under this Supplemental Instrument shall be capable of being assigned or transferred.

## **10.2 Change to Parties**

The Chargor authorises and agrees to changes of parties under clause 21 (Changes to the Parties) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

## **11 PROTECTION OF SECURITY AGENT**

### **11.1 No Liability**

The Security Agent shall not be liable in respect of any of the Security Subjects for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of its powers unless caused by its fraud, gross negligence or wilful misconduct.

### **11.2 Insurance Proceeds**

If a Declared Default has occurred and is continuing, all monies received by virtue of any insurance maintained or effected in respect of the Security Subjects shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost or (except in the case of leasehold premises) in reduction of the Secured Obligations.

### **11.3 Delegation**

Without prejudice to the rights and limitations or delegation by the Security Agent permitted under the Finance Documents, following a Declared Default which is continuing and subject to the terms of the Finance Documents, the Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Supplemental Instrument to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may reasonably and in good faith think fit and the Security Agent may, subject to the terms of the Finance Documents, pass confidential information to any such delegate. The Security Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

### **11.4 Cumulative Powers**

The powers which this Supplemental Instrument confers on the Security Agent and the other Secured Parties are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent and the other Secured Parties may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent and the other Secured Parties will in no circumstances

be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

## **12 POWER OF ATTORNEY**

The Chargor, on the date of this Supplemental Instrument, irrevocably and severally appoints the Security Agent and any person nominated for the purpose by the Security Agent as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed at any time after the occurrence of a Declared Default which is continuing to otherwise execute, deliver and perfect and do any deed, assurance, agreement, instrument, act or thing which is expressly required to execute and do under the terms of this Supplemental Instrument, and which it has not done within a reasonable period of time or which may be required to enable the exercise of any rights or powers conferred on the Security Agent under this Supplemental Instrument or by law or otherwise for any of the purposes of this Supplemental Instrument and the Chargor covenants with the Security Agent to ratify and confirm all such acts or things made, done or executed (or purported to be made, done or executed) by that attorney.

## **13 PROTECTION FOR THIRD PARTIES**

### **13.1 No Obligation to Enquire**

13.1.1 No purchaser from, or other person dealing with, the Security Agent (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent to exercise any of its powers has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such powers; or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

### **13.2 Receipt Conclusive**

The receipt of the Security Agent shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any consideration (whether cash or non-cash) paid to or by the direction of the Security Agent.

## **14 DEFERRAL OF CHARGOR RIGHTS**

14.1 Until such time as the Secured Obligations have been discharged in full, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Supplemental Instrument:

- 14.1.1 to be indemnified by any Obligor;
- 14.1.2 to claim any contribution from any guarantor of any Obligor's obligations under this Supplemental Instrument;
- 14.1.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Debt Documents or of any other guarantee or Security taken pursuant to, or in connection with, this Supplemental Instrument by any Secured Party;
- 14.1.4 to bring legal or other proceedings for any order requiring any Obligor or other person to make any payment, or perform any obligation, in respect of which any Obligor or other person has given a guarantee, undertaking or indemnity under any Debt Document; and/or
- 14.1.5 to claim or prove as a creditor or any Obligor or other person in competition with any Secured Party.

**15 DISCHARGE CONDITIONAL**

If any settlement, discharge or release is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this Supplemental Instrument will continue or be reinstated as if the settlement, discharge or release had not occurred and any Security the subject of the discharge will continue or be reinstated as if that settlement, discharge or release had not occurred.

**16 INVALIDITY OF ANY PROVISION**

If any provision of this Supplemental Instrument is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

**17 COVENANT TO RELEASE**

**17.1 If:**

- 17.1.1 (and to the extent) contemplated by the Finance Documents; or
- 17.1.2 once all the Secured Obligations have been irrevocably paid in full and none of the Security Agent nor any other Secured Party has any actual or contingent liability to advance further monies to or incur any liability on behalf of the Chargor or any other Obligor under the Debt Documents,

the Security Agent shall, at the request and cost of the Chargor, promptly take any action including preparing and delivering all documents and instruments (including any discharge of

standard security), revoking any powers of attorney and performing all acts or deeds (including returning title documents and any other document belonging to the Chargor) which are, in each case, necessary or otherwise requested by the Chargor (acting reasonably) to discharge the Security Subjects from the supplemental Security constituted by this Supplemental Instrument, in accordance with clause 19.23 (Winding Up of Trust and release of Transaction Security) of the Intercreditor Agreement.

## **18 COUNTERPARTS AND DELIVERY**

18.1 This Supplemental Instrument may be executed in any number of counterparts and by each of the parties on separate counterparts.

18.2 Where executed in counterparts:

18.2.1 this Supplemental Instrument will not take effect until each of the counterparts has been delivered;

18.2.2 where any counterpart is being held as undelivered, delivery will take place on the date of delivery agreed between the Parties (the “**Agreed Date**”). The agreed date will be inserted in the testing clause and on the front cover of this Supplemental Instrument; and

18.2.3 section 2(3) of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 is hereby excluded and shall not apply to the execution arrangements in respect of this Supplemental Instrument.

## **19 GOVERNING LAW AND JURISDICTION**

### **19.1 Governing Law**

This Supplemental Instrument and any non-contractual obligations arising out of or in connection with it are governed by the laws of Scotland.

### **19.2 Jurisdiction**

The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Instrument (including a dispute relating to the existence, validity or termination of this Supplemental Instrument or the consequences of its nullity or any non-contractual obligation arising out of or in connection with this Supplemental Instrument (a “**Dispute**”).

### **19.3 Convenient Forum**

The parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

#### 19.4 **Exclusive Jurisdiction**

This Clause 19 (Governing Law and Jurisdiction) is for the benefit of the Security Agent only. As a result, notwithstanding Clause 19.2 (Jurisdiction) and Clause 19.3 (Convenient Forum), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

20 **WARRANTICE AND CONSENT TO REGISTRATION**

- 20.1 In any litigation or arbitration proceedings arising out of or in connection with this Supplemental Instrument, the entries made in the accounts maintained by the Security Agent are *prima facie* evidence of the matters to which they relate. A certificate or determination of the Security Agent as to any amount payable under this Supplemental Instrument will be conclusive and binding on the Chargor, except in the case of manifest error.
- 20.2 The Chargor hereby grants warrantice and consents to the registration of this Supplemental Instrument and any certificate referred to in Clause 20.1 for preservation and execution.

IN WITNESS WHEREOF these presents consisting of this and the preceding 14 pages together with the schedule annexed hereto are executed in counterpart as follows and DELIVERED on  
22 December 2023:

SUBSCRIBED for and on behalf of the said EG ON THE MOVE LIMITED

at WATERSIDE HEAD OFFICE, HASLINGDEN ROAD, GUIDE, BLACKBURN  
LANCASHIRE, ENGLAND, BB1 2FA.

on 18 December 2023

by

ZUBER ISSA.  
Print Full name

Director

before this witness:

KATY ELLIOTT  
Print Full Name

Witness

Address:

WATERSIDE HEAD OFFICE, HASLINGDEN ROAD,  
GUIDE, BLACKBURN, LANCASHIRE, ENGLAND  
BB1 2FA

SUBSCRIBED for and on behalf of the said BARCLAYS BANK PLC (as security trustee for itself and the other Secured Parties)

at London

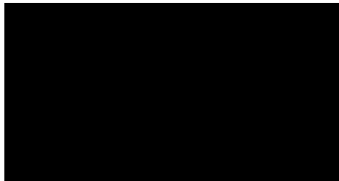
on 19<sup>th</sup> December 2023

by

Shane Dempsey

Vice President

Print Full name

  
\_\_\_\_\_  
Authorised Signatory

before this witness:

LAURA MORRIS

Print Full Name

  
\_\_\_\_\_  
Witness

Address:

Barclays Bank PLC

1 Churchill Place

Canary Wharf

London

E14 5HP

This is the schedule referred to in the foregoing supplemental standard security by EG On The Move Limited in favour of Barclays Bank plc as Security Agent relating to subjects at Macmerry

### **Security Subjects**

ALL and WHOLE the subjects known as and forming Upper Diamond, Gladsmuir, Tranent EH33 1EJ (and otherwise referred to as Raceland, Gladsmuir Junction Macmerry, Edinburgh EH33 1EJ) being the subjects registered in the Land Register of Scotland under Title Number ELN11493.



For and on behalf of the Chargor


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For and on behalf of the Security Agent

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